

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS NOT A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING	PAGE 1 OF 37 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DTFH61-08-R-00023	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2 June 08	6. REQUISITION/PURCHASE NO. 21-74-8023
7. ISSUED BY Federal Highway Administration Office of Acquisition Management 1200 New Jersey Ave. S.E. Washington, DC 20590		CODE HAAM-30	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in **original and 6 copies** for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in **1200 New Jersey Avenue, SE** until **1 AUGUST 08** local time **3:00 pm**.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: →	A. NAME Primary Contact: Charles Kotch Secondary Contact: Robert Robel	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202 NUMBER 366-6622 EXT.			C. E-MAIL ADDRESS charles.kotch@dot.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s),

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) →	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to this SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall furnish all necessary facilities, materials, and personnel and shall perform all services necessary for the Development and Deployment of *Clarus*-enabled services.

The total estimated amount for the performance of this cost-plus-fixed-fee contract is \$ _____, which consists of an estimated cost of \$ _____ and a fixed fee of \$ _____.

	<u>Cost</u>	<u>Fee</u>	<u>Total Amount</u>
Use Case Scenario #1	\$ _____	\$ _____	\$ _____
Use Case Scenario #2	\$ _____	\$ _____	\$ _____
Use Case Scenario #3	\$ _____	\$ _____	\$ _____
Use Case Scenario #4	\$ _____	\$ _____	\$ _____
Use Case Scenario #5	\$ _____	\$ _____	\$ _____
Total Estimated Amount			\$ _____

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

BACKGROUND

The *Clarus* Initiative, established in 2004, is a multi-year program administered and funded by the U.S. Department of Transportation (USDOT). The Initiative includes program management, stakeholder coordination, education and outreach activities, and the actual engineering and implementation of the *Clarus* System. Through the *Clarus* System, the FHWA is demonstrating a data management system for sharing quality checked surface transportation weather and pavement observations. Through the sharing of high quality, surface transportation-related observations from the *Clarus* System, it is envisioned that this enabling technology will aid in reducing the impact of adverse weather for all surface transportation users and operators.

The need for a system such as *Clarus* (which is Latin for “Clear”) was well documented in the National Academy of Sciences report, *Where the Weather Meets the Road: A Research Agenda for Improving Road Weather Services*.¹ This report described the need for a robust, integrated road weather observational network and database management system. The database management system, now referred to as *Clarus* and running in a research environment, can fulfill the needs of transportation communities as well as other stakeholders (e.g., the National Oceanic and Atmospheric Administration (NOAA), the private sector, and

¹ “Where the Weather Meets the Road: A Research Agenda for Improving Road Weather Services”, National Academy of Sciences, www.nap.edu/catalog/10893.html, 2004.

researchers) for near real-time, quality checked road weather (atmospheric and pavement) observations.

Under a separate FHWA award, Contract No. DTFH61-05-C-00022, the *Clarus* System was designed based upon an overall Concept of Operations (ConOps) and requirements defined by *Clarus* stakeholders. The *Clarus* System ConOps describes the system implementation at a high level and includes seven use case scenarios—public transportation agency maintenance and construction operations, traffic operations, traveler information, transit management, emergency management and public safety operations, rail operations, and commercial vehicle operations. The modular design of the *Clarus* System includes collector services to ingest Environmental Sensor Station (ESS) data, configuration and administration services for metadata input, internal quality checking algorithms, and environmental data services to disseminate both qualified observation data and metadata. As part of the system design, a *Clarus* interface specification was also developed to facilitate standardized communications between the *Clarus* System and other entities (e.g., State Departments of Transportation (DOT), vendors, forecasters, researchers, etc.).

Clarus System development was completed and implemented during a proof-of-concept deployment in 2006 to ensure that the system components operated and interfaced properly. The *Clarus* System ConOps, requirements, system design documents and test plan documents can be found on the *Clarus* Initiative website which is located at <http://www.clarusinitiative.org/Archive.htm>.

Progress on the *Clarus* Initiative has advanced such that the Government began conducting Multi-state Regional Demonstrations during 2006. Through the *Clarus* Multi-state Regional Demonstrations, the Government aims to achieve the following objectives:

- (1) Demonstrate that the *Clarus* System functions as designed by incentivizing a large number of State (or Provincial) and local agencies to contribute data from their ESS networks;
- (2) Enable proactive transportation system management through utilization of the *Clarus* System; and,
- (3) Provide an environment for the private sector and academic organizations to innovate and create new and improved services that will benefit the public (both government and travelers), academia, and the entire weather enterprise.

The first phase of the *Clarus* Multi-state Regional Demonstrations was launched during the fall of 2006 with a Request for Applications (RFA) to State DOT (DTFH61-07-RA-00001). This RFA satisfied the first two objectives listed above by incentivizing transportation agencies to contribute their ESS data and metadata to the *Clarus* System and to document their needs (for new products, techniques, etc.) within a new set of services. These services are documented within three sets of application-oriented ConOps and are central to the successful response to this solicitation. Information about the application-oriented ConOps can be found in C.2.1.

The second phase of the *Clarus* Multi-state Regional Demonstrations began during the summer of 2007. This phase, the Connection Incentive Program, provides grants to public transportation agencies to assist them in connecting to the *Clarus* System. Funding from the grants could be used, with FHWA approval, for expenses associated with metadata collection or for software or hardware changes needed to connect to the system. Agencies will be able to

participate in this phase (and apply for grants) until the end of September 2008.

This Request for Proposals (RFP) is specifically focused on the third phase of the *Clarus* Multi-state Regional Demonstrations; development and deployment of *Clarus*-enabled services which build upon use case scenarios provided within the Phase 1 ConOps (Section C.2.1) to enable proactive transportation management by public agencies. In addition to the development and implementation activities, the contractor(s) will be expected to document their experiences in using the *Clarus* System (See Section C.3, Task 8).

C.1 SCOPE

This work includes participation in the Development and Deployment phase of the *Clarus* Multi-state Regional Demonstrations, for the development and implementation of new, innovative Business-to-Government (B2G) services².

Services will include new innovations, products, techniques, decision support systems, algorithms, etc, and be based upon use case scenarios included in Section C.2.2 of this document. The services must utilize surface transportation weather and pavement data from the *Clarus* System.

A B2G service shall be defined as a service that is generated by the private or academic sectors specifically focused on improving public (State/Provincial/Municipal) transportation agency strategies or operations. These public transportation agencies are referred to as 'participating agencies.' The participating agencies will provide expertise and recommendations to the prime contractor throughout the entire period of performance.

A Business-to-Traveler (B2T) service shall be defined as a service that is generated by the private or academic sectors and provided directly to travelers via some communications medium (e.g., web browser, PDA, text message, satellite or cellular link, etc.) to aid in their decision making. Such services are not routed through government agencies. Travelers include all types of transportation system users, such as general drivers, commuters, the trucking community, and transit operators. One of the included scenarios also offers the opportunity to utilize *Clarus* data within a service that provides information directly to transportation system users.

C.2. OBJECTIVE

The objective of this contract is to fulfill Phase 3 of the *Clarus* Multi-state Regional Demonstrations and show how data from the *Clarus* System are utilized by, or a benefit to, the resultant B2G or B2T service(s). It is expected that the services will be used by transportation agencies to support system operations and management and/or assist the traveling public to help in reducing impacts of adverse weather.

C.2.1. PHASE 1 - CONCEPTS OF OPERATIONS

During Phase 1 of the *Clarus* Multi-state Regional Demonstrations, three teams of

² Scenario 5, described within Section C.2.2, includes an opportunity for a Business-to-Traveler (B2T) service. This may be in the form of a traveler alert service that can be delivered directly to travelers.

transportation agencies drafted and delivered ConOps documents. Each document contained concepts for possible B2G services utilizing *Clarus* System data. These concepts were embedded within use case scenarios. This section provides details about the ConOps and identifies those use case scenarios that have been selected by USDOT for potential development, implementation and evaluation.

Each ConOps document is available in PDF format on the Phase 1 Regional Demonstration page within the *Clarus* Initiative Web site (<http://www.clarusinitiative.org/regional.htm>). Each offeror should obtain these documents and become familiar with their background, user needs and the scenarios prior to responding to this solicitation.

The FHWA has selected portions of the use case scenarios from each of the ConOps documents which were the culmination of work from the following teams:

ConOps #1: Alaska/Canadian (ALCAN) Team

- Lead Agency: Alaska Department of Transportation and Public Facilities
- Point of Contact: Jack Stickel, Jack.Stickel@alaska.gov
- Agency Team Members: Alaska, Yukon Territory, British Columbia, and Alberta

ConOps #2: Aurora Team

- Lead Agency: Iowa Department of Transportation
- Point of Contact: Tina Greenfield, Tina.Greenfield@dot.iowa.gov
- Agency Team Members: Iowa, Illinois, Indiana, and Ohio

ConOps #3: Northwest Passage Team

- Lead Agency: South Dakota Department of Transportation
- Point of Contact: Dave Huft, Dave.Huft@state.sd.us
- Agency Team Members: South Dakota, North Dakota, Minnesota, Wisconsin, Montana, Wyoming, Idaho, and Washington State

Five use case scenarios are presented herein. Each scenario can be directly attributed to one or more of the use cases contained in the ConOps and includes a concept for potential B2G services.

C.2.2 SCENARIOS

Commitment of Participation with Transportation Agencies

This solicitation requires that a commitment be created between the offeror and public transportation agencies for scenarios 2 through 5, inclusive. This is required so that the offeror can participate with a team of public agencies to assist in requirement formulation and new service evaluation.

Offerors must establish a commitment of participation with public transportation agencies in accordance with the following criteria:

- The offeror must obtain **letters of commitment** from a minimum of two or more public transportation agencies (e.g., State Departments of Transportation or Provincial Ministries of Transportation) that are currently operating an ESS network for scenarios 2

through 5, inclusive. An 'operating network' means that ESS data are being routinely collected by the transportation agency. One letter of commitment from a transportation agency can be used to acknowledge working on one or more scenarios.

- The offeror shall obtain cost proposals and a description of planned activities from the participating public transportation agencies. FHWA will issue separate agreements(s) to the participating public agencies and fund them separately.
- Any public transportation agency is eligible to participate in this demonstration; however preference will be given to Phase 1 public transportation agency participants.
- Each letter of commitment must state that the transportation agency will be available to work with the offeror and provide ESS data into the *Clarus* System for at least two years (the period of performance of this contract).
- At least one public agency must be a U.S. State DOT.
- In order to assure that the demonstration is regional, the participating public agencies must be adjoining with respect to sharing a common transportation corridor(s) and border(s).
- Offerors that include more than the minimum number of agencies (2) will receive added consideration during the federal evaluation for award.

For the duration of the period of performance, the offeror will make available to the participating public transportation agencies, all services or their output products, free of charge for the purpose of new service development and evaluation.

Finally, awards will be based on the viability, complexity and value of the proposed service(s). The Government will determine the number and/or what parts of any proposal will be funded.

Use Case Scenarios

The USDOT has selected five (5) concepts from the Phase 1 ConOps use case scenarios for possible implementation within this solicitation. Selection of Use Case Scenario #1 is mandatory for all offerors as it substantiates the value of *Clarus* data to improve the state of the practice for surface transportation meteorology. Offerors may select any other, or combination thereof, (or none) of the remaining use case scenarios for implementation. Letters of commitment are required from all public transportation agencies for scenarios 2 through 5, inclusive.

Use Case Scenario #1 – Enhanced Road Weather Forecasting Enabled by *Clarus*

- Based on the Northwest Passage ConOps, Scenario C.
- **Including this scenario in your proposal is mandatory.**
- A letter of commitment from a participating transportation agency is not required for this scenario.

Throughout this document and the duration of the *Clarus* Initiative, the FHWA Road Weather Management Program has been demonstrating that the investments made in deploying ESS go beyond just site-specific winter maintenance operations. *Clarus* seeks to remove restrictive network borders, making quality checked, near real-time ESS observation data available to all transportation agencies and promote the use of data as input to enhanced road weather forecasting service providers and the greater weather enterprise.

In this scenario, the offerors must utilize *Clarus*-based ESS data to enhance (atmospheric and

pavement) forecasting for surface transportation. The offeror must also be able to clearly trace the usage and benefits of *Clarus* data within this service. An independent evaluation will look to identify measurable evidence showing an improvement to some aspect of road weather forecasting as a result of this service.

Enhanced surface transportation forecasting can come from many different types of services. Some examples include (but are not limited to):

- Adding *Clarus* data into numerical weather prediction model assimilation fields that produce more realistic initialization conditions at the atmosphere/land interface and result in some measurable improvement to short term nowcast or forecast output.
- Modifying numerical weather prediction model(s) to utilize *Clarus* data to create some measurable improvement to surface transportation-related weather or pavement predictions.
- Modifying planetary boundary layer models to utilize *Clarus* data to better predict atmospheric elements that directly affect the transportation system (e.g., precipitation type predictions, rain/snow change line location predictions, wind character/gustiness predictions).
- Creating a new algorithm(s), technique(s) or product(s) that uses *Clarus* data and whose output demonstrates a measurable improvement to surface transportation (atmospheric or pavement) forecasting.

Successful implementation of this first scenario will provide a good and necessary foundation for working on any of the remaining scenarios as well as improving road weather forecasting capabilities within the weather enterprise.

Use Case Scenario #2 – Seasonal Weight Restriction Decision Support Tool

- Based upon the ALCAN ConOps, Scenario B
- **Letters of commitment from all participating transportation agencies are required when responding to this scenario.**

The Seasonal Weight Restriction use case describes a decision support tool that analyzes the sub-pavement conditions given near real-time *Clarus* ESS observations, historical weather and historical pavement conditions (and other elements as necessary) and provides estimations of road segment locations and time periods where vehicle weight restrictions are necessary.

In this scenario, observations from the *Clarus* System (e.g., air temperature, pavement temperature, subsurface temperature, etc.) will be used as input, along with other available observations, into a data analysis, meteorological and pavement modeling decision support tool to support transportation agency control strategies during critical freeze/thaw periods.

At a minimum, *Clarus* ESS observations, historical seasonal information on freeze/thaw cycles, soil and roadbed profiles, and forecasted weather conditions will be integrated into this tool. The resulting output will be recommendations to transportation agency personnel (and by extension commercial vehicle operators, perhaps via a Web portal) on where and when seasonal weight restrictions may be imposed.

The Seasonal Weight Restriction Tool will be based on agency rules of practice and user needs. This application is a road weather control strategy.

Use Case Scenario #3 – Non-winter Maintenance and Operations Decision Support Tool

- Based primarily on ALCAN ConOps, Scenario G and Aurora ConOps Scenario 6.8
- **Letters of commitment from all participating transportation agencies are required when responding to this scenario.**

Many of the efforts that have been put forth on the development of decision support tools have focused on supporting winter maintenance and operations best practices. However, this scenario is intended to take a broader look at expanding decision support activities, beyond snow and ice control. Specifically, this scenario focuses on how *Clarus* data can be used to assist in decision making for:

- road maintenance scheduling decisions, especially those activities that affect traffic flow and mobility (e.g., lane closures for striping or pothole filling), and
- construction-related scheduling decisions such as for pavement applications and curing.

It is envisioned that this tool would leverage the work that has already been performed in the creation of the winter maintenance decision support system (MDSS). Documentation and source code for the MDSS federal prototype can be found at the National Center for Atmospheric Research (NCAR) Web site at http://www.rap.ucar.edu/projects/rdwx_mdss/. The federal prototype is a complex system consisting of communication modules for the ingest of observations and model data, data fusion components to create optimized weather forecasts, and a rules of practice module that contains customization algorithms that work on specific tasks (such as snowfall accumulation or road temperature forecasts).

The key to this scenario is being able to participate with transportation agency members to assess their needs, and document their rules of practice so that operationally-based recommendations can be generated by the tool and presented to the agency. These recommendations would provide assistance in task planning and scheduling for year-around maintenance and construction operations.

This decision support system shall use *Clarus* System data along with other weather, route and local information as input into weather and pavement condition forecasts. These forecasts would then be fed into customized algorithms that provide scheduling recommendations for operational transportation agency personnel.

Use Case Scenario #4 – Multi-state Control Strategy Tool

- Based on the Northwest Passage ConOps, Scenario A and Aurora ConOps Scenario 6.1
- **Letters of commitment from all participating transportation agencies are required when responding to this scenario.**

Closing a road along a transportation corridor at or just beyond the border in the next state or province can result in significant impacts on transportation agencies along with potential hardships on travelers. One effect might be congestion as long lines of vehicles wait for roads to re-open at a state border. In extreme cases, travelers may need lodging or even to have the National Guard mobilized to deliver blankets or food to stranded travelers. Having information in advance or at the time controls are imposed could provide an effective means of informing

the public of travel delays, detours or closures, as well as improve agency coordination across jurisdictional borders.

The use of control strategies (e.g., lane/road/bridge closures, contraflow operations, detours, etc.) is a well documented process for transportation agencies when road conditions deteriorate during adverse weather. However, there is the need for improved coordination within states as well as with adjacent states with respect to the imposition of controls and dissemination of associated advisories. These actions can result in significant travel impacts as traffic stalls in areas that are not well prepared to handle the influx of stranded motorists. The development of a timely process to communicate changes in road status would permit officials in adjacent areas the opportunity to take proactive steps to mitigate the impact on travelers. Such actions could include rerouting travelers prior to a blockage in areas that have better infrastructure to handle lodging, fueling and dining.

Once a control action has been performed, it is necessary to transmit this information to a common repository or data warehouse where the information from all jurisdictions can be stored and made available for posting to appropriate channels of information dissemination. Interested parties could include transportation agencies, law enforcement agencies, fleet managers, information service providers, travelers, and traveler-related interests.

The result of this use case scenario would be:

1. the creation of a data management system that combines (but is not limited to) *Clarus* ESS observations and road condition data for
2. input into a decision support tool to support agency control strategies within and across multiple states or provinces.

Some scenarios where such a tool would benefit transportation agencies include:

- During winter storms, *Clarus* ESS data would provide information about freezing pavement temperatures while road condition data would provide information about pavement conditions and mobility. Resulting recommendations might be to recommend tire controls (e.g., snow tires, chains).
- During rain events, *Clarus* ESS data would provide information about rainfall intensity or flooding while road condition data would provide information about resulting closures of roads or bridges.
- During high winds, *Clarus* ESS data would provide information about strong crosswinds along interstates or bridges. Road condition data would provide information about wind buffeting on high profile vehicles which could lead to travel restrictions on bridges.

Use Case Scenario #5 – Enhanced Road Weather Content for Traveler Advisories

- Based on the Northwest Passage ConOps, Combined Scenarios: B & C and Aurora ConOps Scenario 6.1
- **Letters of commitment from all participating transportation agencies are required when responding to this scenario.**

In this scenario, the vision is to improve content related to enhanced road weather advisories for traveler information systems such as dynamic message signs (DMS), highway advisory radio (HAR) broadcasts, 511 telephone services, related web sites or push technologies (e.g., text messages, PDA, RSS, emails, etc.). This scenario does not propose to change the

framework of existing traveler information systems. Instead, it is intended to enhance the pooling of informational resources already in use and improve its accessibility and content by each state's service provider for improved data, advisory and forecast delivery over the width of a corridor. This includes interstate, route-specific weather forecast information, road condition data, and the ability to provide actual atmospheric and pavement conditions and advisories enabled through use of the *Clarus* System.

Some traveler information systems have limited capabilities to access information across borders and are limited to the exchange of information with adjacent states. Enhancing available weather and pavement condition information and providing mechanisms to permit the data warehousing of traveler information; including current/forecast road conditions, weather conditions, and advisories; would provide a framework enhancing traveler decision support along highway corridors spanning multiple states.

The service implemented within this scenario would be a tool that provides transportation agencies and/or private sector partners with accurate and concise information about pavement and weather conditions for use in disseminating traveler information. Some examples might include:

- providing enhanced road weather content using ESS and road condition information along specific routes to 511 service providers,
- providing enhanced road weather content for a regional traveler alert system (possibly using mobile technologies),
- providing enhanced road weather messages for use on HAR or DMS,
- providing ESS data and enhanced road condition information along specific routes to traffic management personnel to support their decision making and operations, and
- creating road weather coordination messages or advisories from the public transportation agency to emergency managers, state police and first responders, or
- creating a new visualization display to show the value of *Clarus* data in real time, integrated with other relevant data as a tool for both transportation agencies and travelers.

NOTE: Offerors that also propose value-added Business-to-Traveler (B2T) services such as partnering with a regional or national media outlet or dissemination vendor to provide traveler alerts (e.g., satellite communications, cable TV, in-vehicle devices, etc.), will receive consideration in the proposal evaluation. In order to receive consideration, offerors (or their data dissemination partners) are expected to cost share a significant portion of the costs associated with B2T services.

Scenario Deliverable Summary Table

Scenario	Mandatory?	Letters of Commitment	Deliverables
1	Yes	No	<ul style="list-style-type: none"> • An algorithm, model or technique that improves forecasting for surface transportation weather and road conditions • A verification report showing measurable improvement to road weather forecast elements
2	No	Yes	<ul style="list-style-type: none"> • A seasonal weight restriction decision support tool • A report including transportation agency commentary and validation statistics
3	No	Yes	<ul style="list-style-type: none"> • A decision support system for non-winter maintenance or construction scheduling • A report including transportation agency commentary and validation statistics
4	No	Yes	<ul style="list-style-type: none"> • A data management system and decision support tool for agency control strategies • A reporting including transportation agency commentary and recommendations for improvement
5	No	Yes	<ul style="list-style-type: none"> • A tool to support transportation agency advisory strategies • A report including transportation agency commentary and recommendations for improvement

System Engineering Guidelines

The offeror shall adhere to strict systems engineering guidelines and processes when implementing each scenario. To provide an example of an acceptable systems engineering approach, a V-diagram has been provided (see Image 1 below). The design documentation shall support the scenarios and concepts described within this RFP and references in the transportation agency ConOps. Modifications to the use case scenarios as described within this document can be made in coordination with and upon approval of the USDOT.

The system design effort involves extensive documentation including high level requirements, detailed requirements, system design documents including an architecture definition, a test plan, and a service promotion plan. The service(s) created as a result of this RFP may be implemented and integrated into public transportation agency operations. The offeror will also evaluate the *Clarus* System and participate with an evaluation conducted by the U.S. DOT Intelligent Transportation Systems (ITS) Joint Program Office (JPO) and their contractor(s). The *Clarus* System Web portal can be found at <http://clarus-system.com>.

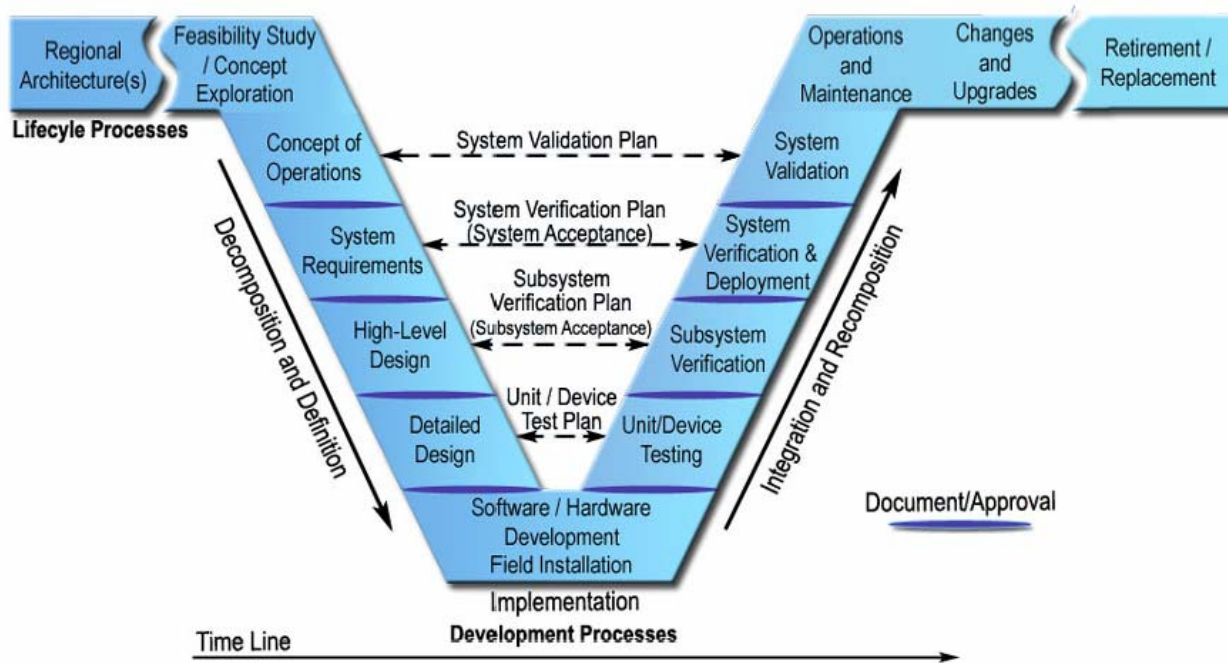


Image 1: System Engineering "V diagram"

STATEMENT OF WORK

C.3 DELINEATION OF TASKS

Under this contract, the offeror shall perform the following tasks.

Task 1 – Project Management

The contractor shall conduct project management. Project management is a continuous activity spanning the duration of this contract. The Project Manager is responsible for managing the contract and all subcontractor activities. The Project Manager will have frequent communication with the Government throughout the duration of this contract.

Task 1.1 – Project Plan

The contractor shall prepare a project plan that establishes a baseline for scope, schedule, and cost for each scenario and resulting service that has been proposed for implementation. The project plan shall also document risks, assumptions, and constraints. The Project Manager and representatives from each of the offeror's business partners and participating agencies shall participate in a kick-off meeting in Washington, D.C at the USDOT where the draft project plan shall be discussed. Topics at this meeting will include discussions of project goals, transportation agency participation and service evaluations. This meeting shall take place within four (4) weeks of the effective date of the contract. The contractor shall prepare and deliver minutes from the kick-off meeting as well as any modifications made to the project plan document(s).

As a part of the project plan, the contractor shall describe the working relationships with the participating public agencies and a description of technical activities, to be performed during the period of performance of this RFP.

In addition, during this kick-off meeting the contractor and Government will review the cost proposals* submitted by the participating agencies to develop a thorough understanding of the work to be performed by the agencies. The cost proposals will provide guidance to the Government in establishing funding arrangements with the participating public agencies.

***See SECTION L PART III – BUSINESS AND COST/PRICE PROPOSAL**

Task 1.2 – Contractor Coordination

The contractor shall coordinate meetings and forums for interaction among the development team, participating agencies and the USDOT. This shall include web and teleconferences along with face-to-face interactions. USDOT anticipates holding at least two (2) face-to-face meetings with the selected team(s) and agencies. The first meeting will be used to jointly review the project plan. The second meeting will be to present and describe final service(s) or deliverable(s).

Task 1.3 – Reporting Progress

The contractor shall provide quarterly progress reports to the Government via email. The reports shall include details on project progress, any problems encountered and mitigation steps, as well as financial updates. On a monthly basis, the contractor shall conduct a conference call, which at a minimum, shall include the USDOT, contractor and transportation agency representatives, and any additional support staff as designated by the USDOT.

Task 1.4 – Letters of Commitment

The contractor shall obtain commitment letters from at least two (2) public transportation agencies (one of which must be a U.S. State DOT and adjoining with respect to sharing a common transportation corridor(s) and border(s)), which shall be included with their proposals (as described in Section C.2.2). The participating agencies must agree to follow the development of the implemented service(s) and provide suggestions for improvement during the development period (e.g., the first year of this RFP). During the evaluation period (e.g., the second year of this RFP), the agencies must agree to participate in an evaluation of the developed service(s) and assist the independent evaluator, as needed, to perform objective analyses. The Government will work with the participating agencies to resolve their expenses in support of the development and evaluation of the implemented service(s).

Task 1 Deliverables

- Draft project plan
- Final project plan
- Kickoff meeting notes
- Quarterly progress reports

Task 2 – Review and Revise Use Cases for Selected Scenarios

The use case scenarios contained within in Section C.2.2 of this RFP are related to one or more scenarios presented within the Phase 1 ConOps documents. For each selected use case scenario, the contractor will use the use case format found within the ALCAN or Northwest Passage ConOps documents to fill out details and diagrams for each propose service (including UML figures). The result shall be complete, high-level concepts of operations use case scenarios for each proposed implementation. (Note: this task is not asking that a whole ConOps be created or rewritten. The focus is only on filling out and completing the contractor's selected scenarios.)

Upon written approval from the Government COTR, the contractor shall provide the updated use case scenarios to the participating transportation agencies and the USDOT for review to make sure that the intent of the proposed service(s) will support agency needs. The comments provided by agencies shall be incorporated into the final use case scenarios and shall clearly describe how ESS data can be traced from the originating transportation agency through *Clarus*, through the service, and how the resulting implementation can be utilized by the transportation agency to improve mobility, road safety, and/or agency productivity. The contractor will provide a compilation of comments made by the transportation agencies and a list of recommended changes (if any) provided by the participating agencies.

Task 2 Deliverables

- Final use case scenarios (for each selected service) showing *Clarus* data traceability
- Participating agencies' reviews (agencies' comments and recommended changes incorporated into the scenarios).

Task 3 – Develop High Level System Requirements

The contractor shall develop High Level System Requirements that specify the environment and operating state for each service(s) described in the use case scenarios completed in Task 2. The High Level System Requirements document shall include functional, performance, and organizational requirements and demonstrate traceability (via a traceability matrix) to the newly revised scenarios developed in Task 2. Draft High Level System Requirements shall be

submitted to the USDOT for review and comment. At the end of the review period, the contractor will hold a Web conference to explain the draft requirements. After the USDOT provides comments to the contractor on the Draft High Level System Requirements (which will be documented by the contractor as “Web conference Minutes”), the contractor will deliver the Final High Level System Requirements, along with a comment disposition matrix for each service showing how comments on the draft were addressed in the final document. The contractor will then hold a Web conference to discuss the final High Level System Requirements.

Task 3 Deliverable

- Draft High Level System Requirements document for each service
- Web conference to discuss the draft requirements
- Web conference Minutes
- Final High Level System Requirements and a comment disposition matrix for each service
- Web conference to discuss the final High Level System Requirements

Task 4 – Develop Detailed System Requirements

The contractor shall develop a Detailed System Requirements (DSR) document to describe computer resources and information flows for all services described in the final High Level System Requirements document. Detailed System Requirements can also include information on communications protocols, programming interfaces, format translators, and data storage capabilities. The document shall include testing requirements that define the manner in which the system will be tested during both development and demonstration activities. The document shall also show the flow of *Clarus* data through each service as provided in the detailed requirements. The DSR shall demonstrate traceability (via a traceability matrix) to the High Level System Requirements developed in Task 3. The draft DSR shall be submitted to USDOT for review and comment. At the end of the review period, the contractor will provide a Web conference to explain the draft requirements. After the USDOT provides comments to the contractor on the Draft Detailed System Requirements (which will be documented by the contractor as “Web conference Minutes”), the contractor will deliver the Final Detailed System Requirements, along with a comment disposition matrix showing how comments on the draft were addressed in the final document.

Upon completion of the final DSR document, the contractor will create a PowerPoint presentation describing the proposed service(s) through this phase of development. **The contractor will host a Web conference with the transportation agency participants and USDOT to discuss the service(s) prior to moving onto the design and development phase.**

Task 4 Deliverables

- Draft DSR document for each service including *Clarus* data flow and traceability matrix
- Web conference to discuss draft requirements
- Web conference Minutes
- Final DSR, and a comment disposition matrix for each service including *Clarus* data flow and traceability matrix
- Web conference (using PowerPoint) to discuss the final DSR for each service

Task 5 – System Design, Development and Testing

The contractor shall develop System Design Documents (SDD) that define the subsystem components (e.g., servers, database and metadata structure, application software, etc.), define the architecture that enables interface with those components, and demonstrate traceability (via a traceability matrix) with the requirements established in Task 4 for each service. The SDDs shall include software specifications with explicit and complete interface descriptions, as well as operating and maintenance instructions describing usage and troubleshooting scenarios. Draft SDDs shall be submitted to USDOT for review and comment. At the end of the review period, the contractor shall conduct a Web conference to discuss the draft SDDs. After the USDOT provides comments to the contractor on the Draft System Design Documents (which will be documented by the contractor as “Web conference Minutes”), the contractor will deliver the Final System Design Documents along with a comment disposition matrix showing how comments on the Draft System Design Document(s) were addressed in the final SDD(s).

Upon written approval by the Government COTR, the contractor shall develop the system as described in the final SDDs. A completed system shall include all engineering tests (e.g., software debugging, module testing, stability testing, logic testing). Identify any outstanding development issues or unresolved problems to the COTR. The contract then shall provide a demonstration of the completed system to USDOT via Web conference prior to installation at a transportation agency site.

Task 5 Deliverable

- Draft SDD for each service with traceability matrix
- Walkthrough Web Conference with USDOT on the draft SDD(s)
- Web conference Minutes
- Final SDD for each service with comment disposition matrix
- Web Conference demonstrating the developed system (prior to deployment)

Task 6 – Installation, Training and Operational Testing

In coordination with the public transportation agencies, the contractor shall develop a draft Installation, Training and Operational Test Plan for all services to be provided to participating transportation agencies. As part of the Plan, a training tool (e.g., PowerPoint, video, written document) shall be developed for each service. **Public agency personnel shall be properly trained on the operation and interpretation of the service(s).** The contractor shall provide a technical review of the draft plan to public transportation agency personnel and USDOT via Web conference prior to implementation. After the USDOT and public transportation agency personnel provide comments to the contractor on the draft “Installation, Training and Operational Test Plan” (which will be documented by the contractor as “Web conference Minutes”) the contractor will deliver the Final “Installation, Training and Operational Test Plan” along with a comment disposition matrix showing how comments on the Draft “Installation, Training and Operational Test Plan” were addressed in the Final. The contractor will hold another Web conference to discuss the Final version of the Plan. Once approved, the contractor shall perform the installation of the service(s) and assure that the service operates properly. The contractor shall operate the system as described in the Plan for a period that enables execution of the evaluations.

Task 6 Deliverable

- Draft Installation, Training and Operational Test Plan for each service (including training tools)
- Web conference providing a technical review of the draft plan
- Web conference Minutes
- Final Installation, Training and Operational Test Plan with comment disposition matrix
- Web conference to discuss the Final Installation, Training and Operational Test Plan
- Installation and operation of the service(s) at the public agency site(s)

Task 7 – Service Promotion Plan

The contractor shall develop a Service Promotion Plan which will be used to promote each new service to public agencies. Upon review and approval by the Government, the Service Promotion Plan(s) shall be implemented in order to inform public agencies about the new *Clarus*-enabled service(s). The contractor will also prepare promotional presentations which will be given at the 2009 and 2010 *Clarus* Initiative Coordinating Committee (ICC) meetings. These meetings have not yet been scheduled

Task 7 Deliverables

- Service Promotion Plan for each service
- Presentations at two (2) *Clarus* ICC meetings

Task 8 – Service Evaluations by Independent Contractor

The Government will select, under a different contract, an independent contractor to evaluate not only the effectiveness of developed service(s), but also the use and benefits of *Clarus* data within the service(s). The contractor and the participating public transportation agencies shall cooperate with and participate in this independent evaluation to measure the effectiveness of the deployed service(s). At a minimum, this shall include contractor participation in the independent evaluation kickoff meeting, which will be held at USDOT headquarters in Washington, D.C.

Task 8 Deliverables

- Attend independent evaluation kick-off meeting
- Provide data and commentary to the independent contractor (as directed by the Government COTR)

Task 9 – *Clarus* System Evaluation

In addition to the service evaluation by an independent contractor, the contractor shall conduct an evaluation of the functionality and capabilities of the *Clarus* System and prepare a report. This shall, at a minimum, include evaluating the *Clarus* System interface, data latency, reliability, output format, quality checking output, and subscription features. The report shall include recommendations to improve the System both with respect to processing and from the end user perspective. A Draft *Clarus* System Evaluation report shall be submitted to USDOT for review and comment. After the USDOT provides comments to the contractor on the Draft *Clarus* System Evaluation, the contractor will deliver the Final Detailed System Requirements, along with a comment disposition matrix showing how comments on the Draft *Clarus* System Evaluation Report were addressed in the final *Clarus* System Evaluation Report.

Task 9 Deliverable

- Draft *Clarus* System Evaluation report
- Comment disposition matrix
- Final *Clarus* System Evaluation report

Task 10 – Demonstrate Implemented Service(s)

The contractor shall coordinate and facilitate a meeting at USDOT in Washington, DC, which will include representatives of participating agencies for the purpose of demonstrating the completed service(s). The meeting shall be a forum for the transportation agencies to describe benefits, potential improvements and needs for additional research and development.

Task 10 Deliverable

- Demonstrate the completed service(s) at a meeting at USDOT Headquarters

REPORT FORMAT

All technical documents developed under this agreement (with the exception of progress reports) shall be prepared in accordance with the ITS JPO Publication Process Guide, <http://www.its.dot.gov/pubsguidance/pubsprocessguide.htm>. Additional information regarding document preparation can be found in the Turner-Fairbank Highway Research Center (TFHRC) Communications Reference Guide (CRG), <http://www.tfhrc.gov/qkref/qrgmain.htm>. Additional web page requirements can be found at: <http://www.fhwa.dot.gov/wpcz/minimum.htm>.

All reports and PowerPoint presentations to be published (and as defined in the deliverable table) shall comply with the requirements of Section 508. As draft document reviews by the FHWA will be completed electronically, please see the language below for proper electronic format. Because the final reports will be placed on the Internet, electronic versions of reports shall be provided in an HTML-coded format.

Electronic text files should be created in Word (6.0 or later). Graphics should be created as separate elements and imported into the text file for print reports. All fonts used in the document must be supplied on the disk so the document will print as it appeared in the Contractor's equipment. The use of one of the standard 35 fonts that are provided with most printers is recommended.

Files must be included in the programs of origin, such as PowerPoint, Word, etc. so these files can be modified or corrected and re-imported into the full text document. Art must be produced in a program that can export an interchange file format that can be imported into the full text. Photos must be in TIF or EPS with on-screen preview and with line screen appropriate for printing. Files should be provided in a manageable size of 4 Mb or less.

All research reports should provide units of measurement using only the SI (metric) system. The American Society for Testing and Materials publication, Standard Practice for Use of the SI International System of Units: The Modernized Metric System (ASTM E380-89a or later) should be followed.

REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS

The following applies to all FHWA Contracts issued on or after June 25, 2001, for Preparation of Technical reports or other documents that FHWA plans to post on a website.

In addition to the work requirements specified in this statement of work, vendors must ensure that all electronic documents that they prepare will meet the requirements of Section 508 of the Rehabilitation Act. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. Vendors can view [Section 508 of the Rehabilitation Act \(http://www.access-board.gov/508.htm\)](http://www.access-board.gov/508.htm) and the [Federal IT Accessibility Initiative \(Home Page\) \(http://section508.gov/\)](http://section508.gov/) for detailed information.

The FHWA has determined that the accessibility requirements contained in the Electronic and Information Technology Accessibility Standards, Section 1194.22, "Web-based intranet and internet information and applications," apply to this work. The standards are available at www.access-board.gov/508.htm. The following paragraphs summarize the requirements for preparing FHWA reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website. If you have further questions, please contact the FHWA contracting officers technical representatives listed in this statement of work.

Electronic documents with images

Provide a text equivalent for every non-text element in all publications prepared in electronic format. Use descriptions (such as, "alt" and "longdesc") for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format (as described in this statement of work) AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. For example, an image that is merely decorative requires only a very brief "text equivalent" description. However, if the image conveys information that is important to the content of the report, then text sufficient to reasonably describe that image and its purpose within the context of the report must be provided.

Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, provide adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.

Electronic documents with forms

When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

SECTION D - PACKAGING AND MARKING

Deliverables under this contract shall be prepared and packaged for shipment using best commercial practices so as to ensure safe and timely delivery.

SECTION E - INSPECTION AND ACCEPTANCE

All work hereunder shall be subject to review by the Government. The Contracting Officer shall make acceptance of the final evaluation report in writing.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far>

52.246-5	Inspection of Services Cost Reimbursement (APR 1984)
52.246-3	Inspection of Supplies Cost Reimbursement (MAR 2001)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

All work and services required hereunder including preparation and submission of the final report of software deliverables shall be completed on or before 24 months after the effective date of the contract. The Government shall have 30 days to review and approve the final evaluation report (as specified in C.3, Task 9).

F.2 PLACE OF DELIVERY

All deliverables, and two (2) copies of the quarterly progress reports (See Section G.1) under the contract shall be delivered F.O.B. Destination, under transmittal letter, to the following address:

Federal Highway Administration
Office of Operations RD&T
1200 New Jersey Avenue, SE
Washington D.C. 20590
Attention: TBD

A copy of the transmittal letter for all deliverables, a copy of the quarterly progress reports, and other items as specified shall be delivered to the Contract Administrator (CA) at the following address:

Federal Highway Administration
Office of Acquisition Management

HAAM-30
1200 New Jersey Avenue, SE
Mail Drop:
Washington, D.C. 20590
Attention: TBD

F.3 SCHEDULE OF WORK

All tasks set forth in the Statement of Work shall be performed in accordance with the two-year work schedule below. Performance shall begin on the effective date of the contract.

F.4 DELIVERABLES

Repeat as necessary for each service proposed. Items in bold will be Section 508 Compliant.

Tasks		Deliverables	Due Dates (weeks after start)
1	Project Management	1.1 Draft Project Plan	4
		1.1 Final Project Plan	6
		1.1 Kickoff Meeting Notes	6
		1.3 Quarterly Progress Reports	Quarterly
2	Review and Revise Use Cases for Selected Scenarios	• Final use case scenarios for each service showing <i>Clarus</i> data traceability	12
		• Participating agencies' review(s)	12
3	High Level System Requirements	• Draft High level system requirements document and for each service	18
		• Web conference on Draft High Level System Requirements	18
		• Web conference Minutes	19
		• Final High Level Systems Requirements and comment disposition matrix for each service	22
		• Web conference to discuss final High Level System Requirements	22
4	Detailed System Requirements	• Draft Detailed system requirements document with <i>Clarus</i> data flow	30
		• Web conference to discuss draft requirements	30
		• Web conference Minutes	31
		• Final Detailed System Requirements document and comment disposition matrix	34
		• Web conference (using PowerPoint) to discuss the final Detailed Systems Requirements	34

5	System Design, Development and Testing	• Draft System design document	40
		• Web conference to discuss the draft system design document	40
		• Web conference Minutes	41
		• Final system design document for each service with comment disposition matrix	46
		• Web conference demonstrating the developed system	46
6	Installation, Training and Operational Testing	• Draft installation, training and operational testing test plan	52
		• Web conference discussing the draft plan	52
		• Web conference Minutes	53
		• Final Installation, Training and Operational Test Plan and comment disposition matrix	56
		• Web conference discussing the Final Plan	58
		• Installation and operation of the service(s) at the public agency site(s)	62
7	Service Promotion Plan	• Promotion plan for each service	64
		• Presentations for two (2) <i>Clarus</i> ICC meetings (508 Compliant)	Coordinated with COTR
8	Service Evaluations by Independent Contractor	• Attend independent evaluation kickoff meeting	Coordinated with COTR
		• Providing data and commentary to the independent contractor.	Coordinated with COTR
9	<i>Clarus</i> System Evaluation	• Draft <i>Clarus</i> system evaluation report	90
		• Comment disposition matrix	90
		• Final <i>Clarus</i> system evaluation report (508 Compliant)	101
10	Demonstrate Implemented Service(s)	• Demonstration of completed services at USDOT HQ in Washington	104

F.5 F.O.B DESTINATION

FAR Clause 52.247-34, F.O.B. DESTINATION (NOV 1991), is incorporated by reference into this contract. All deliverables shall be shipped FOB Destination.

F.6 FAR Clause 52.242-15, STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 QUARTERLY PROGRESS REPORTS

The Contractor shall furnish two (2) copies of a letter type quarterly progress report to the COTR and one (1) copy to the Contract Administrator, on or before the 15th of the month following the quarter being reported. Each report shall contain concise statements covering the research activities relevant to the study, including:

1. A clear and complete account of the work performed on each task.
2. An outline of the work to be accomplished during the next report period.
3. A description of any problem encountered or anticipated that will affect the completion of the tasks together with recommended solutions to such problems; or, a statement that no problems were encountered.
4. A tabulation of the planned, actual and cumulative person hours expended by contractor personnel.
5. A chart showing current and cumulative expenditures by tasks versus planned expenditures.

G.2 FUNDS AVAILABLE

- a. Funds in the amount of \$_____ are obligated to this contract.
- b. The clause entitled "LIMITATION OF COST" applies to this contract. Any notification required on the part of the Contract shall be made in writing to the Contracting Officer. In the event that the contract is not funded beyond the estimated cost set forth in the schedule, the Contractor shall deliver to the Contracting Officer the data collected and the material produced or in process or acquired in connection with the performance of the project provided herein together with a summary report in five copies of its progress and accomplishments to date.

G.3 PAYMENT

- a. The Contractor may be reimbursed for direct and indirect costs incurred in the performance hereof as are allowable under the provisions of Subpart 31.3 of the Federal Acquisition Regulation in the not-to-exceed amount listed of \$_____, subject to the Limitation of Cost Clause.
- b. The Contractor may request monthly interim payments for costs incurred during the performance of this contract. Each monthly interim payment request shall be supported by a statement of costs incurred by the Contractor in the performance of this contract and claimed to constitute allowable costs. Each monthly interim payment request shall be submitted in accordance with Attachment No. (1), "The FHWA Billing Instructions for Cost Reimbursement Contracts" to be considered proper for payment. Prior approval of the Contracting Officer is required if the contractor wishes to use a different payment request format.

INVOICES

Submit all invoices to one of the following invoice addresses:

All invoices and required supporting documents shall be sent via e-mail to the following e-mail address: 9-AMC-AMZ-FHWA-Invoices@faa.gov.

- (a) Include the invoice as an attached PDF document
- (b) Include in the e-mail subject line the following:

- (i) "Invoice No. #
- (ii) Contract/Agreement Number
- (iii) Name of your Company/Organization."
- (iv) Attention: Robert B. Robel

Example: Invoice No. 35 – DTFH61-08-C-00001 – ABC Company – Attention: John Doe

If the invoice and supporting documents exceed 8 MB as an e-mail attachment, the contractor must select one of the other submission options presented below:

Invoices submitted via an overnight service must use the following physical address:

MMAC
FHWA/AMZ-150
6500 S. MacArthur Blvd
Oklahoma City, OK 73169
Attention:
Express Delivery Point of Contact: April Grisham, 405 954-8269

Invoices may be submitted via regular U.S. Postal Service to the following address:

Federal Highway Administration
Markview Processing
P.O. Box 268865
Oklahoma City OK 73126-8865
Attention:

All invoices, regardless of submission method, must identify Robert Robel as the invoicing point of contact.

An invoice submitted to an address other than those identified above after February 1, 2008, will be returned to the vendor as non-conforming.

- c. In accordance with clause 52.232-25, "Prompt Payment", monthly interim payments will be made by the 30th day following receipt of proper request for payment by the designated billing office, unless audit or other review is considered necessary to ensure compliance with the terms and conditions of the contract. All interim payments hereunder will be made upon further determination by the Contracting Officer that the contractor is making adequate progress toward successful contract completion.
- d. Final invoice payment shall be made upon the Contracting Officer's determination that all contract requirements have been completed. The payment due date for final invoice shall be established in accordance with the clause 52.232-25.

G.4 PAYMENT OF FIXED-FEE

In accordance with the fixed-fee clause at FAR 52.216-8, and the instructions contained under this paragraph, the contractor may claim the allocable portion of the fixed fee as part of each

monthly interim payment request. This shall be based on the Contracting Officer's determination of satisfactory continued contract performance. After payment of 85 percent of the total fixed-fee, the contractor will not bill further fee until a reserve of either 15 percent of the total fixed-fee or \$100,000, whichever is less, is set aside. The withheld portion of the fixed-fee, if any, shall be released to the contractor after a determination is made by the Contracting Officer that all contract requirements have been satisfactorily completed. Withholding of this amount requires no specific instruction from the Contracting Officer.

G.5 INDIRECT COSTS

Pending the establishment of final indirect cost rates which shall be negotiated based on audit of actual costs as provided in Subpart 42.7 of the Federal Acquisition Regulation, the Contractor shall be reimbursed for allowable indirect costs hereunder at the billing rate of [__TO BE NEGOTIATED__]. This INDIRECT COST provision does not operate to waive the LIMITATION OF FUNDS Clause. The Contractor's audited final indirect costs are allowable only insofar as they do not cause the Contractor to exceed the total estimated costs for performance of the contract listed on page 2 (SECTION B) and under the PAYMENT provision above.

G.6 TRAVEL AND PER DIEM

Travel and Per Diem authorized under this contract shall be reimbursed in accordance with the Government Travel Regulations currently in effect.

Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment voucher must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the Contracting Officer.

G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer has designated _____ as the Contracting Officer's Technical Representative (COTR) to assist in monitoring the work under this contract. The COTR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COTR IS NOT authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions.

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized in writing by the Contracting Officer.

G.9 SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT

Under this contract, the requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts:

[as negotiated]

Any future change or revision to the Statement of Work or other applicable aspects of this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TAR 1252.242-72 DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)

The Contractor shall not publish, permit to be published, or distribute information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the CO. One copy of any material proposed to be published or distributed shall be submitted to the CO.

(End of clause)

H.2 NON-PERSONAL SERVICES CONTRACT

This contract is a “non-personal services contract” as defined in the FAR at subpart 37.101. It is understood and agreed that the contractor and/or contractor’s employees and subcontractors: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject the work, comply with such general direction of the contracting officer, or the duly authorized representative of the contracting officer as is necessary to ensure accomplishment of the contract objectives.

H.3 SOURCE CODE FOR SOFTWARE

Delivery of all source code for software developed under this contract shall be in both electronic and paper form.

Notwithstanding any other clause in this contract, the FHWA will have “unlimited rights”, as that term is defined in FAR 27.401, in the software and source code delivered under this contract. As a result, the FHWA may modify and distribute the software and source code to the public, including employees of State Departments of Transportation, without discussion.

H.4 QUALITY ASSURANCE STATEMENT

The FHWA provides high-quality information to serve Government, industry, and the public in a manner that promotes public understanding. Standards and policies are used to ensure and maximize the quality, objectivity, utility, and integrity of its information. FHWA periodically reviews quality issues and adjusts its programs and processes to ensure quality improvement.

H.5 PROPRIETARY RIGHTS IN REPORTS

All property rights, including publication rights, in progress reports and final reports produced by the Contractor in connection with this contract provided for hereunder shall rest in the Government.

H.6 COMMON SECURITY CONFIGURATIONS

- a. The provider of information technology shall demonstrate that applications are fully functional and operate as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in protected mode on Vista). For the Windows XP settings, see: <http://csrc.nist.gov/itsec/guidance WinXP.html>, and for the Windows Vista settings, see: <http://csrc.nist.gov/itsec/guidance vista.html>.
- b. The standard installation, operation, maintenance, updates, and /or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.
- c. Applications designed for normal end users shall run the standard user context without elevated system administrative privileges.

H.7 GOVERNMENT FURNISHED OR ACQUIRED PROPERTY

The following Government furnished or Contractor acquired property is provided to the Contractor for performance under this contract, and shall be accounted for as provided in 1252.245-70, paragraph a. below:

- a.

H.8 PROTECTION OF INFORMATION AND LIMITATION OF FUTURE CONTRACTING

- a. It is anticipated that in performance of this contract, the Contractor may require access to, or receipt of, information and data relating to FHWA's plans, programs, technical requirements, and budgetary matters, and such other information, the disclosure of which may give competitive advantage to recipients or would be adverse to the interests of the Government.

- b. The Contractor shall not disclose such information acquired to anyone, other than those Contractor, subcontractor, or consultant personnel performing work under this contract, without the prior written consent of the Contracting Officer, until such time as the Government may have authorized the release of such information and data to the public.
- c. To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete against such companies.
- d. It is anticipated that during performance of this contract, the Contractor may be involved in the technical evaluations of other Contractor's offers or products. FAR 9.505-3 provides that contracts shall not generally be awarded to a Contractor that would evaluate, or advise the Government concerning, its own products or activities, or those of a competitor, without proper safeguards to ensure objectivity and protect the Government's interests. These safeguards will be accomplished by restricting future contracting with the Government, as delineated below.
- e. FHWA will not unilaterally disclose to the Contractor any proprietary information furnished by domestic or foreign participants in FHWA's programs. If the Contractor requires access to such information in performance of this contract, an agreement concerning release and restrictions on the use of such data must be sought by the Contractor with the source of the data.
- f. It is agreed by the parties of this contract, that the Contractor will be restricted in its future contracting with the Government, in the manner described below in this sub-section f. Except as specifically provided below in this sub-section f, the Contractor shall be free to compete for FHWA business on an equal basis with other companies. If the Contractor, under the terms of this contract, acquires or obtains information specified in paragraphs a or c of this section and if that information is not publicly available and could give the Contractor a competitive advantage in subsequent procurements or would be adverse to the interests of the Government, then the Contractor shall be ineligible to perform as a prime contractor, subcontractor or consultant, or in any capacity to any supplier under an ensuing Government contract. Further, if the Contractor, under the terms of this contract, is required to develop specifications or a statement of work, or to develop materials leading directly, predictably or without delay to a statement of work to be used in the competitive procurement of a system or services, the Contractor shall be ineligible to perform the work described within that solicitation as a prime contractor, subcontractor, consultant, or in any capacity to any supplier under an ensuing FHWA contract. Any questions on this matter shall be immediately addressed to the Contracting Officer.
- g. These restrictions do not limit the Contractor's right to use and disclose any information and data obtained from another source without restriction.
- h. The Contractor agrees to train its employees who will have access to such sensitive information in all necessary security procedures and required them to sign non-disclosure statements and certificates attesting to their understanding of the requirements for safeguarding such information.

- i. In the event that the Contractor fails to comply with this provision of the contract, the Government may terminate the contract for default.
- j. The Contractor shall include this provision, including this paragraph, in all subcontracts and consultant agreements for performance of work under this contract unless excused in writing by the Contracting Officer.

H.9 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

- (a) Contractor Performance Evaluations Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15 (or FAR 36.201 for construction, or FAR 36.604 for Architect-Engineering). The final performance evaluations will be prepared at the time of completion of work.

Interim and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The contractor will be permitted thirty days to respond. Contractor response is voluntary and is not mandatory. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the CO, whose decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

- (b) Electronic Access to Contractor Performance Evaluations FAR 42.15 (or FAR 36.201 for construction, or FAR 36.604 for architect-engineering) require agencies to prepare interim and final evaluations of contractor performance. The U.S. Department of Transportation utilizes the National Institutes of Health (NIH) Contractor Performance System (CPS) to record and maintain past performance information. The CPS module for architect-engineer contracts is not yet available therefore the following information regarding electronic access does not apply to architect-engineer contracts.

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL: <https://cpscontractor.nih.gov/>. The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. Once the contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the contractor representative notifying that individual that a performance evaluation is electronically available for review and comment.

(End of Clause)

H.10 DISCLOSURE OF CONFLICTS OF INTEREST (OCT 1994)

It is the Department of Transportation's (DOT) policy to award contracts to only those Offerors whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be Substantially affected by Departmental activities. Based on this policy:

- (a) The Offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT, or with an organization whose interests may be Substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed Sub-Contractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the Offeror, and the Offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.
- (b) The Offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.
- (c) In the absence of any relevant interest identified in (a) above, the Offeror shall Submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Offeror must obtain the same information from potential Sub-Contractors prior to award of a Subcontract.
- (d) The Contracting Officer will review the statement Submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the Offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the Offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the Offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.
- (e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the Contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

PART II

SECTION I - CONTRACT CLAUSES

I.1 FH.01 PRINTING RESTRICTIONS

All printing funded by this agreement must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

I.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION. JUL 2006

All contractors desiring to receive awards of DOT contracts, purchase orders, delivery orders, or other contractual vehicles must be registered in the Central Contractor Registration (CCR) database before receiving an award, and throughout the contract's period of performance. The CCR is a Department of Defense web-based repository of contractor information.

Interested offerors should read and understand the requirements of FAR 52.204-7. The offeror must register in the CCR prior to receiving any DOT contract awards, and must maintain current, updated information in CCR throughout the performance period of the contract. The Electronic Funds Transfer information in the CCR must be accurate in order for contractors' invoices or contract financing requests to be considered proper invoices for the purpose of prompt payment under DOT contracts. Offerors can register in CCR at any time and are encouraged to do so immediately.

Offerors may register in the CCR database and obtain additional information at <http://www.ccr.gov>, or by calling 1-888-227-2423. The contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the DOT's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the contractor must confirm on an annual basis that its information in the database is accurate and complete.

*****ALERT**** FRAUDULENT CCR LETTERS*****

Recently, current U. S. Department of Transportation (DOT) contractors and potential contractors have received fraudulent letters purporting to be issued by DOT. These fraudulent letters request that current or potential contractors register in the DOD Central Contractor Registration System (CCR). If you receive such a letter, please DO NOT complete the requested CCR worksheet that is attached to the letters and DO NOT release any information to the facsimile number cited in the letter. Please be aware that no Federal agency requires any confidential information to be submitted to verify CCR registration. The CCR is a legitimate government system. However, to register, contractors should go directly through the CCR website and never through a third party. There is no requirement to send information directly to any Federal agency. For information on how to register in the CCR, please visit website <http://www.ccr.gov/> or call 1-888-227-2423.

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall -
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

- 1. 52.202-1 Definitions (JUL 2004)
- 2. 52.203-3 Gratuities (APR 1984)
- 3. 52.203-5 Covenant Against Contingent Fees (APR 1984)
- 4. 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)

5. 52.203-7 Anti-Kickback Procedures (JUL 1995)
6. 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
7. 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
8. 52.203-12 Limitation on Payment to Influence Certain Federal Transactions (SEPT 2007)
9. 52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
10. 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors, Debarred, Suspended, or Proposed for Debarment (JAN 2005)
11. 52.215-2 Audit and Records - Negotiation (JUN 1999)
12. 52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)
13. 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997)
14. 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997)
15. 52.215-15 Pension Adjustments and Asset Reversions (OCT 2004)
16. 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)
17. 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
18. 52.216-7 Allowable Cost and Payment (DEC 2002)
The designated payment office will make interim payments for contract financing on the "30th" day after the designated billing office receives a proper payment request.
19. 52.216-8 Fixed Fee (MAR 1997)
20. 52.219-8 Utilization of Small Business Concerns (MAY 2004)
21. 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
22. 52.222-3 Convict Labor (JUN 2003)
23. 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
24. 52.222-26 Equal Opportunity (MAR 2007)
25. 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam

Era, and Other Eligible Veterans (SEP 2006)

26. 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
27. 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
28. 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
29. 52.223-5 Pollution Prevention and Right-to-Know Information (AUG 2003)
30. 52.223-6 Drug-Free Workplace (MAY 2001)
31. 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
32. 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)
33. 52.227-1 Authorization and Consent (JUL 1995)
34. 52.227-11 Patent Rights – Retention by the Contractor (Short Form) (JUN 1997)
35. 52.225-15 Representation of Limited Rights Data and Restricted Computer Software (MAY 1999)
36. 52.227-14 Rights in Data - General (JUN 1987)
37. 52.227-16 Additional Data Requirements (JUN 1987)
38. 52.228-7 Insurance - Liability to Third Persons (MAR 1996)
39. 52.232-9 Limitation on Withholding of Payments (APR 1984)
40. 52.232-17 Interest (JUN 1996)
41. 52.232-20 Limitation of Cost (APR 1984)
42. 52.232-23 Assignment of Claims (JAN 1986)
43. 52.232-25 Prompt Payment (OCT 2003) -- Alternate I (Feb 2002)
44. 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
45. 52.233-1 Disputes (JUL 2002)
46. 52.233-3 Protest After Award (AUG 1996) – Alternate I (JUN 1985)
47. 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

- 48. 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 49. 52.242-3 Penalties for Unallowable Costs (MAY 2001)
- 50. 52.242-4 Certification of Final Indirect Costs (JAN 1997)
- 51. 52.242-13 Bankruptcy (JUL 1995)
- 52. 52.243-2 Changes - Cost-Reimbursement (AUG 1987) - Alternate II (APR 1984)
- 53. 52.244-2 Subcontracts (JUN 2007)
- 54. 52.244-5 Competition in Subcontracting (DEC 1996)
- 55. 52.244-6 Subcontracts for Commercial Items (MAR 2007)
- 56. 52.246-25 Limitation of Liability - Services (FEB 1997)
- 57. 52.249-6 Termination (Cost-Reimbursement) (MAY 2004)
- 58. 52.249-14 Excusable Delays (APR 1984)
- 59. 52.252-4 Alterations In Contract (APR 1984)
- 60. 52.253-1 Computer Generated Forms (JAN 1991)

II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS (48 CHAPTER 12) CLAUSES

- 1252.223-73 Seat Belt Use Policies and Programs (APR 2005)
- 1252.235-70 Research Misconduct (MAY 2005)
- 1252.242-73 Contracting Officer's Technical Representative (OCT 1994)
- 1252.242-71 Contractor Testimony (OCT 1994)
- 1252.237-71 Certification of Data (APR 2005)

P A R T I I I

SECTION J - LIST OF ATTACHMENTS

1. FHWA Cost Reimbursement Billing Instructions – 5 pages
2. Sample Format Price Proposal Budget Summary – 2 pages
3. OF-17, Offer Label - Notice to Offeror – 1 page
4. Authorized Negotiators Form – 1 page
5. Certification of Data – 1 page
6. Standard Form LLL, Disclosure of Lobbying Activities – 2 pages
Download @:<http://www.whitehouse.gov/OMB/grants/index.html>
7. Past Performance Questionnaire – 3 pages

PART IV

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

52.204-8 Annual Representations and Certifications (Jan 2006)

- a) (1) The North American Industry classification System (NAICS) code for this acquisition is 541330.
- (2) The small business size standard is \$4.5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (c) applies.
- ☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

(please show the RFP number and closing date on the forwarding envelope)

IMPORTANT DELIVERY INFORMATION: *Please note that the U.S. Department of Transportation (DOT) Headquarters new location is:*

**1200 New Jersey Avenue, SE
Mail Drop: E65-101
Washington, DC 20590**

NOTE: Security procedures prohibit non-uniformed couriers from delivering material directly to offices in the DOT building. Only uniformed couriers from FedEx and the United Parcel Service, who are dressed in a uniform bearing their organization's name and possessing official identification, may deliver proposals or sealed bids directly to the Office of Acquisition Management. Other couriers and individuals must deliver material to the mail room/visitor's center at the new building's main entrance at 1200 New Jersey Avenue, SE. The guard will accept the material, dismiss the courier, and then the material will be examined and x-rayed prior to being delivered to the Office of Acquisition Management through the normal building mail delivery procedures, which could add one or more working days. Alternatively, offerors may ask the guard to call the Acquisition Office (x64232) to have someone come down and accept the material once it has been examined; while we will do our best to accommodate such requests, FHWA is not responsible if someone is not immediately available to pick up your proposal. Offerors must make allowances for these procedures in order to assure that offers arrive on time. Bids/offers must be received by the Office of Acquisition Management by the time and date due, to be considered timely, not just delivered to the mail room/visitor's center.

Please be advised that all of our mail (items handled by the U.S. Postal Service) is sent out of town for scanning and irradiation prior to delivery to the building. This process can add several days to your mailing time, even from local addresses.

NOTE: To assist in expediting delivery, the outside of the envelope/package containing the offer must be marked with the completed Optional Form 17, Offer Label, included as Attachment No. 3 and available on line at <http://www.fhwa.dot.gov/aaa/forms.htm>.

Please direct all questions to Mr. Charles M. Kotch at email charles.kotch@dot.gov. **No telephonic requests will be granted, all questions pertaining to the RFP must be emailed.**

NOTE: With respect to The Procurement Integrity Act requirements regarding "proprietary information," your attention is directed to FAR 3.104-4(d)(1), (2) and (3).

NOTE: Facsimile bids/proposals will not be considered for this solicitation.

L.1 52.204-6 Data Universal Numbering System (DUNS) Number (OCT 2003)

L.2 52.215-1 Instructions to Offerors – Competitive Acquisitions (JAN 2004)

Pursuant to FAR 52.215-1 (MAY 2001), subparagraph (f)(4), the Government intends to evaluate proposals and make awards without discussion with Offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer determines that they are necessary.

L.3 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.
(End of provision)

THIS REQUIREMENT IS DESIGNATED FOR FULL AND OPEN COMPETITION

L.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government intends to award a Cost Reimbursement (Cost Plus Fixed Fee) Type Contract.

L.5 GENERAL PROPOSAL PREPARATION INSTRUCTIONS

Submit one original and **6 copies** of your signed Technical and Cost/Business Information proposal, as well as an electronic copy of your proposal. See specific proposal preparation instructions below.

The proposal shall be submitted to the address below and an electronic copy shall be sent to charles.kotch@dot.gov:

Mailing Address: Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Avenue, SE
Mail Drop: E65-101
Washington, DC 20590
Attn: Charles M. Kotch/ HAAM-30A

L.6 PROPOSAL CONTENT

Your proposal must contain the following information:

- a. Section A, Blocks 12 through 18 of Standard Form 33 must be filled in as appropriate, signed by an authorized organizational representative, and returned with the offer.

NOTE: As required by FAR 52.204-6, you must include your organization's Data

Universal Numbering System (DUNS) number on the cover page of your offer in the block where you provide your organization's name and address. If you do not have a DUNS number, please refer to the text of clause 52.204-6 for instructions on how you may obtain a DUNS number. Please include your TIN number as well.

b. Section K of the RFP must be filled in as appropriate and included with your proposal.

c. Include the following Parts:

- Part I – Technical Approach (Volume I)
- Part II – Staffing and Resources (Volume I)
- Part III – Business and Cost/Price Proposal (Volume II)
- Part IV – Past Performance (Volume II)
- Part V - Small Disadvantaged Business Participation (Volume II)

NOTE: The combined total page count of Parts I and II shall not exceed **50** pages, if proposing **all** 5 Use Case Scenarios including text, figures, tables, and appendices. A Title Page and/or a Table of Contents and Past Performance Questionnaires will not be counted against the 50 page limit. Parts I and II shall be combined into a separate Volume, with Parts III, IV and V as a second separate Volume.

The format of the above proposal volumes shall be as follows:

1. Proposals shall be prepared on 8½ x 11 inch paper except for foldouts used for charts, tables or figures, which shall not exceed 11 x 17 inches. Foldouts shall not be used for text, and shall count as two pages.
2. A page is defined as one side of an 8 ½ by 11 inch paper. Therefore, a piece of paper with printing on both sides is considered two pages.
3. Text shall be printed using a font size no less than 12 cpi.
4. Page margins shall be a minimum of 1 inch top, bottom and each side.
5. No cost/price data shall be included in VOLUME I.

Use Case Scenarios

The USDOT has selected five (5) concepts from the Phase 1 ConOps use case scenarios for possible implementation within this solicitation. **Selection of Use Case Scenario #1 is mandatory for all offerors** as it substantiates the value of *Clarus* data to improve the state of the practice for surface transportation meteorology. Offerors may select any other, or combination thereof, (or none) of the remaining use case scenarios for implementation. **Letters of commitment are required from public transportation agencies for scenarios 2 through 5, inclusive.** Offerors should carefully review these proposal requirements, which are addressed in Section C.2, entitled "SCENARIOS".

Offerors technical and cost proposal shall separately address each of the Use Case Scenarios being proposed. Therefore, a separate cost proposal shall be submitted for each Case Scenario selected.

Offerors are not to subcontract with participating public transportation agencies.

PART I - TECHNICAL PROPOSAL

The proposal shall include a program narrative statement that describes the technical and management approach. Describe in detail how the offeror would proceed if awarded this contract and how they propose to meet the program objectives. Demonstrate how the offeror will approach the design and implementation of new surface transportation weather services. Explain how the offeror will involve transportation agencies.

Note: The proposal shall clearly provide information relevant to the Technical Evaluation Criteria contained herein in Section M.

Note: The proposal shall clearly describe the operational Environmental Sensor Station (ESS) network within each of the public transportation agencies that are to be used in this regional demonstration. At a minimum, the description shall include the number of operational ESS sites, along with details about each site (e.g., data collected at the site, frequency of reporting, existence of metadata) and if the network is providing ESS data to the *Clarus* System. If the network is not providing ESS data to *Clarus*, indicate if the public agency is willing to connect during this contract period.

Note: Offerors are required to interact with public transportation agencies in performing this project. Offerors shall document the participation of these groups within the proposal including obtaining letters of commitment.

Note: Offerors must obtain a description of technical activities to be performed by the participating public transportation agencies. This description is limited to ten (10) pages.

PART II - STAFFING AND RESOURCES PROPOSAL

Provide a program organizational chart identifying proposed staff members assigned to each proposed scenario implementation. Include the title and a brief description of each position's responsibilities, as well as the proposed level of effort and allocation of time for each position.

Provide brief resumes for the proposed Program Manager and other key personnel to include name, experience, education, and proposed role in project. . Resumes of all personnel shall also be included **and are limited to three (3) pages per person.** *Note: Resumes do not count against the designated page limitations.*

Provide names and affiliations for public agency personnel who sponsor letters of commitment and who will participate in service evaluations.

Note: The proposal shall clearly provide information relevant to the Technical Evaluation Criteria contained herein in Section M.

EXPERIENCE:

Provide a summary of the offeror's experience relevant to this project.

Note: The proposal shall clearly provide information relevant to the Technical Evaluation Criteria contained herein in Section M.

ESTIMATED LEVEL OF EFFORT

The Government's estimate of professional staffing hours by task is shown below. The estimates are advisory. The estimates should be used as a general guide and not be considered as a maximum or minimum limit by the offerors in preparing their proposal. Direct productive labor hours are defined as actual labor hours exclusive of vacation, holiday and sick leave. **The estimate below does not reflect any hours associated with work to be performed by the participating public agencies. However, a cost proposal from the public agencies must be submitted in the format described in PART III, BUSINESS AND COST/ PRICE PROPOSAL.**

Estimated Hours	Scenario 1	Scenario 2	Scenario 3	Scenario 4	Scenario 5
	Hours	Hours	Hours	Hours	Hours
Project Administration					
Program Manager	224	136	144	152	176
Principal Investigator	896	352	344	384	368
Systems Engineering Staff					
Senior/Key Task Professionals	848	412	576	592	492
Other Senior Engineering Staff	524	288	348	360	304
Mid Level Engineering Staff	388	168	216	232	208
Junior Level Engineering Staff	0	0	0	0	0
Software/Programming Staff					
Senior Level Programmer	600	440	536	360	372
Mid Level Programmer	384	280	312	188	168
Junior Level Programmer	0	0	0	0	0
Meteorological Staff					
Senior/Key Task Professionals	696	308	364	332	292
Other Senior Meteorologists	404	192	208	176	168
Mid Level Meteorologists	272	80	72	32	72
Junior Level Meteorologists	0	0	0	0	0
Clerical Staff					
Technical Writers	328	192	184	208	208
Administrative Assistant	120	80	80	72	72
Total Labor Hours	5684	2928	3384	3088	2900

PART III - BUSINESS AND COST/PRICE PROPOSAL

a. COST/PRICE INFORMATION

Your cost or price proposal shall be specific and complete in every detail, and shall include all pricing information and general financial/organization information, as described below:

Submit a cost proposal by cost element (see Section J, Attachment No. 2) for the entire 24 months contract period of performance and a separate breakdown of costs and fee for **each Use Case Scenario** proposed. Cost proposals shall clearly identify the following information as applicable:

SPECIAL NOTE: As a part of the project plan (Task 1.1), the offeror shall describe the working relationships with the participating public agencies, including a estimate of level of effort and direct costs (described below (a) thru (g)) that may be incurred during the period of performance of this RFP. The cost proposal of the participating public agency is **NOT** to be calculated within the offeror's proposed cost proposal as a response to this RFP. Instead, it will be a separate cost proposal that will be used by Government as guidance in providing support to state agencies via other means.

Again, your cost proposal shall include a separate breakdown of costs and fee for each Use Case Scenario proposed, along with a summary breakdown of costs and fee for all Scenarios being proposed.

- (a) Labor Rates - Direct labor-by-labor categories to include hour, rates and escalation. Anticipated promotions for any personnel shall be included with the escalation calculation. The annual direct labor escalation rate and its basis shall be clearly stated with the proposal. Discuss your proposed rate as compared to historical experience and include when and how escalation will be calculated/implemented. State the number of any additional direct labor (new hires) that will be required during the performance period of this acquisition.

NOTE: Offerors must relate labor categories to the Government labor categories in "ESTIMATED LEVEL OF EFFORT" above.

- (b) Productive Hours – Detail how you define "direct productive hours" and how vacation, sick and other types of leave are accrued, accounted for, and charged.
- (c) Indirect Rates – Discuss your proposed rates for all years. Identify all the various specific indirect rates including what they are (pool and base), and what they are based on (e.g., labor overhead based on direct labor dollars) and how they are applied/calculated.

Offerors must provide dollar values as well as percentages.

- (d) Subcontracting/Consultants: If subcontractors and/or individual consultants will

be used in carrying out the requirements of this project, the following information concerning the Subcontractor shall be furnished:

- (1) Name and address of the subcontractor or consultant.
- (2) Identify the individual's name, positions and the portion of work to be conducted by the subcontractor or consultant.
- (3) Cost/price proposal (with supporting information as necessary).

NOTE: Prime Contractors/Offerors are responsible for performing a cost/price analysis on all their proposed subcontractors/consultants in accordance with FAR 15.404-3. ***A cost/price analysis report must accompany each named subcontractor/consultant as defined at FAR 15.404-3.***

(4) A letter or other statement from each proposed consultant and/or subcontractor indicating that they have been approached on the matter of participation in this project and are willing and able to do so in the terms indicated.

- (e) Other Direct Costs – Provide a breakout of Other Direct Costs by category (travel, equipment, etc.)
- (f) Profit/Fee: Include a proposed fixed fee amount, percentage, and its base.
- (g) Other Division: If other divisions, subsidiaries, a parent or affiliated companies, will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your inter company pricing policy.

Offerors must obtain cost proposals from participating public transportation agencies in the format described above in this section.

Right of Examination: By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award. The FHWA may use an independent Contractor for cost and price analyses.

b. OTHER FINANCIAL/ORGANIZATIONAL INFORMATION

1. General Information. You must attach a supplemental sheet providing the following information:
 - (a) Indicate your fiscal year period (provide month to month dates).
 - (b) Indicate whether the proposed indirect cost rate(s) have been audited and accepted by any Federal audit agency. Give name, location and telephone number of the agency, and the date of acceptance. If no Federal audit has taken place, data supporting the proposed rates over the past three years must accompany the cost proposal. The data shall include a breakdown of the items comprising overhead and

G&A, and the base upon which the burdens are computed.

(c) Indicate whether your system of control of Government property has been approved by a Government agency. If so, provide the name, location and telephone number of the Government agency, and date of approval.

(d) Indicate whether written purchasing procedures exist, and whether your purchasing system has been approved by a Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.

(e) Indicate whether your cost estimating system has been approved by any Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.

(f) Indicate whether your accounting system has been approved by any Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.

Attach a current financial statement, including a balance sheet and income statement for the last completed fiscal year. Specify resources available to perform the contract without assistance from any other source. If sufficient funds are not available, indicate the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.). Standard Form LLL, "Disclosure of Lobbying Activities", must be completed and submitted as a part of your cost/price proposal. (see Section J, Attachment No. 6).

PART IV - PAST PERFORMANCE

In the **Original Proposal** (VOLUME II), include a minimum of three completed Past Performance Questionnaires by the Offerors customers (See Section J, Attachment No. 7).

1. The completed questionnaires must be submitted by current (within the last three years) customers (include both commercial and Government if applicable) involving similar or related services, at similar dollar values if possible.
2. The completed questionnaires shall be from independent sources.
3. Offerors must submit each completed customer questionnaire in a separate envelope that has been sealed by the customer for confidentiality.
4. The Government may contact the customer point of contact (POC) for verification. POC telephone and facsimile numbers must be accurate and current.
5. The CO will consider such performance information, along with other factors, in determining whether the Offeror is to be considered responsible, as defined in FAR 9.104. The Offeror is responsible for ensuring the questionnaires are completed in a timely manner and are submitted with its VOLUME II **original** proposal.

PART V - SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION

The Small Disadvantaged Business Participation shall be evaluated in accordance with Section M – EVALUATION FACTORS FOR AWARD.

L.7 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Frank Waltos, HAAM-10, 1200 New Jersey Avenue SE, Washington, D.C. 20590.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.8 FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Offerors are cautioned that the listed provisions may include blocks that must be completed by the Offerors and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offerors may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far>.

52.215-8 Order of Precedence Uniform Contract Format (OCT 1997)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: None.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Department of Transportation Acquisition Regulation (48 CFR Chapter 12) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the regulation.

SECTION M - EVALUATION FACTORS FOR AWARD

GENERAL

The Government's source selection decision will be based on the following four factors listed in order of descending importance: (A) Technical; (B) Cost; (C) Past Performance; and (D) Small Disadvantaged Business Participation. The method of evaluation for each of these factors is described below. The ultimate award decision will be made based on a determination of overall best value, each of the four factors considered.

EVALUATION CRITERIA

The Government will award a contract based on a review of the offeror's proposal to ensure that the offeror (a) shows a good understanding of the work to be performed by the approach described in its technical proposal; (b) that the appropriate qualified staffing and other organizational resources will be applied to the work to ensure its success.

The Government may make one (1) or more awards, comprised of one or more Scenarios to offeror(s) whose proposal represent the best overall value and the likelihood of successful implementation of the new service(s). The Government will base its source selection decision on the following criteria listed in descending order of importance.

Part A. Relevant Technical Capabilities

1. Offeror's Proposed Technical Approach

- a) Quality of the Offeror's proposed technical approach in describing their vision for new or improved services associated with optional use case scenarios 2 through 5, inclusive.
- b) Quality of the Offeror's proposed technical approach for new or improved services that will have a positive impact on surface transportation meteorology forecasts (atmospheric or pavement) as described in mandatory use case scenario 1.
- c) Quality of the Offeror's proposed technical approach in developing the system engineering documents described herein.
- d) Quality of the Offeror's proposed technical approach to secure letters of commitment and technical activities description (including estimated costs) from two (2) or more public transportation agencies if submitting proposals for use case scenarios 2 through 5, inclusive, to assist in the development, testing and evaluation of proposed services.
- e) Quality of the Offeror's proposed technical approach to fully capture and describe Business-to-Traveler ideas within optional use case scenario 5, with consideration given to the amount of cost share.
- f) Quality of the ESS networks operated by participating public transportation agencies, and commitments to supply the ESS data to *Clarus*.

2. Proposed Staff Members' Qualifications and Experience

- a) Qualifications of the Project Manager and other experts within the team.
- b) Knowledge of public transportation agency operations and decision making strategies.
- c) Expertise in surface transportation meteorology, road weather information systems and surface transportation weather applications.
- d) Expertise in the complete systems engineering process and complex system development
- e) Knowledge of databases, software development and interactive Web page design
- f) Ability to test/evaluate/measure the effectiveness of the *Clarus* System and deployed service(s)
- g) Ability to create partnerships with State or Provincial transportation agencies, especially across jurisdictional boundaries or along transportation corridors.
- h) Ability to take complex data and visually or textually transform it into usable information.
- i) Project management knowledge and skills (PMBOK certification is desirable)

B. Cost

In addition to the criteria listed above, relative cost will be considered in the ultimate award decision. Cost proposals will be analyzed to assess realism and probable cost to the Government. The proposed costs may be adjusted, for the purpose of evaluation, based upon the results of the cost realism assessment.

C. Past Performance

The Government will evaluate the relevant merits of each offeror's past performance on the basis of its reputation with its current and/or former customers. The lack of a relevant or recent past performance record will result in a rating of neutral. The Government may review some or all of the following past performance areas:

- Quality of Service
- Timeliness of Performance;
- Price/Cost Control;
- Customer Satisfaction.

In evaluating Past Performance, the Government may consider information provided by offerors in their proposal submissions, as well as any other information available to the Government.

D. Small Disadvantaged Business Participation

The Government will consider the following information in evaluating the offeror's proposed SDB Participation:

1. Percentage of total contract value.
2. Complexity of work to be performed by SDBs (i.e. work considered technology or research intensive.
3. Specific identification of SDB subcontractors with associated work.
4. Reasonableness of the offerors proposed plans and procedures for attaining the proposed SDB targets.

BASIS FOR AWARD - Relative Importance of the Evaluation Factors.

The Government will accept the offer that is considered the most advantageous to the Government using a tradeoff method of selection. Of the four factors, (A) Technical, (B) Cost/Price, (C) Past Performance, and (D) Small Disadvantaged Business Participation, Technical is considered the most important. The criteria are listed below in descending order of importance:

- A. Technical
- B. Cost
- C. Past Performance
- D. Small Disadvantaged Business Participation

When combined, Technical, Past Performance, and SDB Participation are significantly more important than cost.